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**AGREEMENT  
BETWEEN  
TOWNSHIP OF EWING  
AND  
FIREFIGHTERS FMBA LOCAL 93  
January 1, 2017 - December 31, 2021**

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## **AGREEMENT**

THIS AGREEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the TOWNSHIP OF EWING, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Township", and NEW JERSEY STATE FIREMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 93, hereinafter called the "Union".

## **WITNESSETH**

WHEREAS, it is the desire of the parties to promote cooperation and harmony and to formulate rules for the guidelines of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

## **ARTICLE I**

### **SECTION 1.01**

RECOGNITION: The Township recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for processing of grievances within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A.34:13A-5.1, et. Seq., for bargaining unit consisting of all full time paid employees engaged in firefighting duties.

### **SECTION 1.02**

NEGOTIATIONS PROCEDURE: The Township of Ewing and Local 93 shall, prior to the expiration of this collective negotiations agreement, enter negotiations for a successor agreement. Negotiations shall be conducted at times agreed upon by the parties. If negotiations are scheduled to occur during scheduled working hours, the Township shall grant leave without loss of pay for up to three (3) members of the bargaining unit to participate in negotiations. Each party shall be free to choose its representatives for negotiations.

No agreement shall be binding on the parties unless it is reduced to writing, executed by representatives of the parties, and duly ratified in accordance with each party's established procedures. No collective negotiations agreement between the parties shall be modified except by an agreement reduced to writing, executed by representative of the parties and duly ratified by both parties.

### **SECTION 1.03**

NO STRIKE CLAUSE: It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any

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strike, slow down, stoppage of work, boycott, picketing, or willful interference with the production, transportation or distribution and that there shall be no lockout of employees by the Township.

If any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Township and use every means at its disposal to influence the employees to return to work.

#### SECTION I.04

**DUES AND DEDUCTIONS:** Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee for his or her paycheck. This deduction will be submitted to the Union official so designed in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

#### SECTION I.05

**AGENCY SHOP:** Any employee in the Association on the effective date of this agreement, upon completion of Firefighter I, and any employee previously employed within the Union shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees and assessments as certified to the Township by the Union.

Employees joining the union are responsible for any initiation and or representation fees as set by the state F.M.B.A. office

The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the members in the Association, if no modification is made in this provision by a successor agreement between the Union and the Township.

#### SECTION I.06

**INDEMNIFICATION / SAFE HARMLESS CLAUSE:** The New Jersey State Firemen's Benevolent Association Local 93 shall indemnify, defend and save harmless the Township against all claims, fees, demands, suits, orders and judgments brought or issued against the Township and/or forms of liability that shall arise out of any deductions provided for under the provisions of Article I, Section I.04 and/or I.05.

The Township agrees to indemnify firefighters covered by this agreement in accordance with the requirements set forth in N.J.S.A.:40A:14-28.

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#### SECTION 1.07

UNION REPRESENTATIVES: Representatives of the Union, who are not employees of the Township of Ewing, shall be admitted on the premises of the Township for Union business solely and by the State Representative presenting himself or herself to the present head of the Department or his or her designee prior to the discussion of Union business.

The Union President, Vice President, or designee shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. The Union Officer shall not leave his/her work without first obtaining the permission for their immediate supervisor, which permission shall not be unreasonably withheld.

The Township agrees to grant necessary time off without loss of pay a maximum of two union representatives to attend a State or National Convention N.J.S.A. 11A:6-10 and a maximum of one representative to attend regularly scheduled monthly State Union meetings.

The Union shall keep the Township currently advised, in writing, within seventy-two (72) hours of the officer or representative of the Union who is authorized to deal with the Township, and no one shall be deemed such representative unless he/she is so designated by the union to the Township.

#### SECTION 1.08

EQUAL TREATMENT AND NONDISCRIMINATION: The Township and Union agree that there shall be no discrimination or favoritism for reason of sex, age, nationality, race, religion, political affiliation, physical handicap, marital status, Union membership or Union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

### ARTICLE II

#### SECTION 2.01

- A. MANAGEMENT RIGHTS: It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, to select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the department, to determine the amount of overtime worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and

the control of equipment and materials, purchase services of other, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

B. SCHEDULE CONVERSION: The purpose of this conversion is to accommodate the switch in this Collective Bargaining Agreement from a 2080 schedule to a 2184 hour schedule.

- i. Annual: The annual hours of work shall be 2184. There shall be two work schedules. One schedule will be 24/72. The other schedule will be a schedule consisting of four (4) 8.5 hours and one eight (8) hour day.
- ii. Regardless of schedule, the parties agree, the total number of hours worked in a week shall equal 42.

### ARTICLE III

#### SECTION 3.01

TOWNSHIP SENIORITY: Township Seniority is defined as an employee's continuous length of service with the Township, beginning with his or her latest date of hire.

#### SECTION 3.02

DEPARTMENT SENIORITY: Department Seniority is defined as an employee's continuous length of service in a Department of the Township beginning with the employee's latest date of hire.

In all applications of seniority under this contract where ability to perform work is equal as agreed upon by the Township and Local 93, total Department Seniority for career Fire Fighters shall be given preferences regarding, shifts, demotions, sick leave, and vacation leave.

The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

#### SECTION 3.03

LOSS OF SENIORITY: Continuous service for seniority purposes shall be broken for any of the following reasons:

- A. Discharge for just cause.
- B. Voluntarily quitting employment.
- C. Absence from work without report for forty two consecutive working hours (42), for those working Monday to Friday and forty eight (48) consecutive hours, for those working

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the 24/72 shift, unless reasonable and satisfactory excuse for not having notified the Township is presented. See also 6.01 of this agreement.

D. Failure to report as required following the expiration of an approved leave of absence, unless the employee has documented reason for his or her inability to report.

E. Township employees who are laid off will be subject to Civil Service Regulations regarding continuous service for seniority.

#### SECTION 3.04

PROBATIONARY EMPLOYEES: Newly hired employees shall be considered probationary employees for the first twelve (12) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever, as is provided by Civil Service laws and statutes. Upon completion of the probationary period, an employee's seniority shall be his or her date of commencement of employment, including the probationary period, for the purposes of benefits.

#### SECTION 3.05

LAYOFF: Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct. In the event of a layoff, the last person employed shall be the first person laid off in each job classification. On recall after a layoff, employee shall be transferred and recalled in reverse order per the needs of the Township and per Civil Service rules regarding layoffs.

The Township may lay off an employee for the purposes of efficiency or economy or other valid reason requiring a reduction in the number of employees in each class. In the event of a layoff, the last person employed shall be the first person laid off in each job classification.

On recall after a layoff, employee shall be transferred and recalled in reverse order, per the needs of the Township and per Civil Service rules regarding layoffs.

### ARTICLE IV

#### **PAID LEAVES OF ABSENCE:**

##### SECTION 4.01

SICK-LEAVE: Township wide, regardless of work schedule, all bargaining units receive a maximum of fifteen (15) days per year for sick leave. The fifteen (15) work days herein have been converted to hours for each schedule.

A. Sick leave for newly hired permanent employees shall accumulate based on the following:

1. Those employees working a 42 hour week shall receive 127.5 hours per year for sick leave, which is the equivalent of 15 work shifts at 8.5 hours per shift.



2. Those employees working a 24/72 shall receive 96 hours per year for sick leave, which is the equivalent of eight (8) shifts, at 12 hours per shift.
3. The total amount of hours utilized shall depend on the shift assigned. Specifically:
  - a. For those working a 42 hour week, sick time shall be calculated based upon their schedule. If those individuals work an eight (8) hour day and take one (1) day of sick leave, eight (8) hours shall be deducted. If those individuals work an 8.5 hour day and take one (1) shift of sick leave, 8.5 hours shall be deducted.
  - b. For those working at 24/72 schedule, sick leave shall be taken in 12 hour periods. If an employee takes sick leave for both periods of a 24/72 shift, 24 hours of sick leave shall be deducted for two (2) full periods of sick leave.

B. After the first full year of employment for all permanent employees, sick leave shall be distributed based on the following:

1. Those employees working a 42 hour week shall receive 127.5 hours per year for sick leave, which is the equivalent of 15 work shifts at 8.5 hours per day.
2. Those employees working a 24/72 shift shall receive 120 hours per year for sick leave, which is the equivalent of 10 shifts, at 12 hours per day.
3. The total amount of hours utilized shall depend on the shift assigned. Specifically:
  - a. For those working a 42 hour week, sick time shall be calculated based upon their schedule. If those individuals work an eight (8) hour day and take one (1) day of sick leave, eight (8) hours shall be deducted. If those individuals work an 8.5 hour day and take one (1) shift of sick leave, 8.5 hours shall be deducted.
  - b. For those working at 24/72 schedule, sick leave shall be taken in 12 hour periods. If an employee takes sick leave for both periods of a 24/72 shift, 24 hours of sick leave shall be deducted for two (2) full periods of sick leave.

C. All sick leave credits will be converted from days to hours. 42 hours accounting for the eight (8) hour and 24/72 hour shifts. Sick hours are credited to all permanent employees in advance on January 1st of each year after the first full year of employment. However, it must be understood that these hours are credited anticipating the employee will work the full twelve (12) months during the year. If not, then the sick hours shall be pro-rated from the employee's anniversary date that year through the end of the calendar year.

D. Should an employee retire, otherwise separate his/her employment in good standing (IGS) or dies, the employee, or his/her estate, shall be entitled to be paid his/her accumulated sick pay allowance if sick pay for the year of retirement, separation (IGS) or death shall be pro-rated upon the number of months worked. For all employees hired before September 1, 2014, sick leave shall be limited to no more than \$20,000.00. For those employees hired after September 1, 2014, sick leave shall be limited to no more than \$15,000.00.

E. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used when needed for such purpose.

F. All requests for sick time off must be called into the Division Office one hour prior to the start of the regular workday. Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension and/or removal.

G. The Division Head or his/her designee may require proof of illness of an employee on sick leave. Such proof of illness, if so required, shall consist of documentation by a certified physician containing the physician's signature. Abuse of sick leave shall be cause for disciplinary action up to and including removal.

H. Sick time shall not be used in conjunction with holiday, vacation or personal days unless employee is in possession of a doctor's note (or equivalent) when returning to work from the sick day(s) used.

I. Sick leave credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave and FMLA, or unpaid leave approved by Business Administrator or designee.

J. Sick leave may be utilized by employees when they are unable to perform their work for reason of personal illness, accident or exposure to contagious disease, not work connected. It is not to be used for personal business, and if same is improperly used, the employee will be subject to disciplinary action.

K. A permanent employee will be permitted to use his/her sick leave for emergencies incurred by members of their immediate family in accordance with the Civil Service's definition of immediate family and in accordance with the State and Federal regulations under the Family Medical Leave Act, (FMLA).

L. If an employee becomes ill during his/her regular work hours and/or needs to leave for various reasons he/she must first receive the approval from their immediate supervisor before leaving work. Employee will be charged with the amount of time off as follows: For 8.5 or eight (8) hour shifts, four (4) hours: For 24/72 shifts, eight (8) hours.

## SECTIONS 4.02

BEREAVEMENT LEAVE: The following bereavement leave policy shall apply.

A. For purposes of this section, family members include mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, and relatives or significant others who were living in the household of the employee at the time of death.

B. In the event of the death of an employee's family member, time off with pay in the amount of forty two (42) hours for Monday thru Friday employees, and forty eight (48) for 24/72 employees to be used for time off to be designated by the employee. In the event of the death of the following other relatives, an employee will be granted time off with pay for the day of the funeral; brother-in-law, sister-in-law, aunt, uncle, grandparent or biological parent of the employee's child.

C. In the event long-distance traveling of more than 150 miles one-way is involved, in conjunction with bereavement leave, members may use up of forty two (42) hours of vacation time for Monday thru Friday employees, and forty eight (48) of vacation time for 24/72 for 24/72 employees at his/her discretion.

D. The employee must provide reasonable proof of death to their Division Head for forwarding to the Personnel Office, prior to payment for days taken as bereavement leave. Additionally, an employee must verify in writing the exact relationship between the employee and the deceased.

E. In the event of the on-duty death of another fireman within the state of New Jersey, no more than two (2) members of the association shall attend the funeral/memorial service. Note that the two (2) shall only be one (1) person per shift. Attendance at the funeral/memorial service is for one (1) day only.

## SECTION 4.03

OCCUPATIONAL INJURY:

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) calendar year from the date of injury effective January 1, 2017.

B. If an injured employee receives temporary disability under workers' compensation during the one (1) calendar year, he/she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of

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reimbursement to the Township toward payment to the injured employee's full salary during the one (1) calendar year.

- C. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.
- D. An employee injured on duty and restricted to light duty will work in the Township as needed and determined by Administration with physician's clearance.

OFF THE JOB INJURY: Refer to Article IV, sick leave.

#### SECTION 4.04

MILITARY LEAVE: Leave for military purpose shall be granted to the Employee in accordance with the New Jersey Civil Service regulations and/or New Jersey Statutes

#### SECTION 4.05

##### JURY DUTY:

1. If an employee is ordered to jury duty, the employee will be granted time off as the court requires. Absence from work will not be counted against regular vacation leave, sick leave, or personal days.
2. All requests for jury duty leave must be filed with the employee's appropriate Department Head prior to the start of jury duty. The employee must provide a copy of the court notice to their Department Head for forwarding to the Personnel Office.
3. The employee will be paid only for the time required to be on-call at the courthouse and/or the time serving on a jury, and travel time of two (2) hours when returning to work. Payment will be made only to the extent that jury service prevents the employee from reporting to work. If there are times the employee is not scheduled to be on-call or at the courthouse or to serve on a jury, the employee must report to work. If the employee is released from jury duty, the employee must return to work immediately, if the employee has two (2) or more hours remaining in the workday, to receive pay for that day. Documentation is required to demonstrate the time the employee is released from jury duty.

#### SECTION 4.06

WITNESS LEAVE: When an employee who is a member of this Agreement is party to litigation in matters related to his/her capacity as an employee of the Township of Ewing, he/she shall be granted time off with pay if the appearance is during his/her regular work shift. The employee shall notify the Township immediately of the requirements for this leave and subsequently furnish proof of appearance for which the leave was required.

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#### SECTION 4.07

##### NON-PAID LEAVE OF ABSENCE

1. The Township may grant a leave of absence, without pay, to an employee to accept full-time Union employment for a period of one (1) year provided it causes no extra overtime to the Township. The employee may request an additional six (6) month extension subject to the approval of the Mayor. Sixty (60) days' notice shall be given to the Township by any employee requesting such a leave.

2. Leave of absence without pay shall be at the discretion of the Township.

3. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits provided, however, that sick leave and vacation leave shall not accrue except for those on military leave or under the Family Medical Leave Act or leaves approved by the Business Administrator or designee.

#### SECTION 4.08

PERSONAL DAYS: Employees covered by the provisions of this Agreement shall be entitled to 24 hours per year leave of absence with pay for personal business. Leave shall not be taken unless 24 hours' notice has been given to the employee's supervisor. If less than 24 hours' notice is given, leave may be taken only upon authorization by employees supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

In the year in which an employee is hired by the Township or terminates his or her employment personal days shall be pro-rated from the employee's date of hire to the end of the calendar year or from the beginning of the calendar year to the employee's date of termination.

### ARTICLE V

#### SECTION 5.01

GRIEVANCE PROCEDURE: Any grievance or dispute, which may arise between the parties, including the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

STEP 1: The Union, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's Captain within five (5) working days of the date the union knew or should have known of the occurrence for the grievance. The Captain shall attempt to adjust the matter and shall respond to the Union within five (5) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Officer in Charge within five (5) working days after the supervisor's response is due. The Officer in Charge shall respond to the Union in writing within five (5) working days. If the grievance is not presented in writing in accordance with this stipulation within five (5) working days, it shall be deemed abandoned. If the answer to the grievance is not presented in writing to the aggrieved party or the union representative within 5 working days, it shall be deemed upheld, and appropriate action to correct the grievance issue will be put in place. The employee may be represented by a Union officer, the local union president or his/her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and the local union president or his/her designee will result in no loss of pay.

STEP 3: If the grievance is denied, it shall be presented to the Business Administrator or his/her designee, in writing, within five (5) working days of the response from the Officer in Charge. The Administrator or his designee, within ten (10) working days shall answer the grievance. If the answer to the grievance is not presented, in writing, to the aggrieved party or the union representative in accordance with this stipulation within ten (10) working days, it shall be deemed upheld, and appropriate action to correct the grievance will be put in place.

STEP 4: If the grievance is denied it shall be presented to the Mayor, in writing, within twenty (20) working days after the response of the Administrator. The Mayor or his/her designee shall respond within twenty (20) working days his/her response to the grievance. If the grievance is not presented, in writing, to the aggrieved party or the union representative in accordance with this stipulation within twenty (20) working days, it shall be deemed upheld, and appropriate action to correct the grievance will be put in place.

STEP 5: If the grievance is denied, the Union may, within fifteen (15) working days after the reply of the Mayor or his/her representative, by written notice to the Mayor, advise the Mayor that the Union will be proceeding to binding arbitration (pursuant to Police and Fire Public Interest Arbitration Reform Act P.L. 2010, c. 105)

Binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Township and the Union within a list provided by the Public Employment Relations Commission.

## SECTION 5.02

### DISCIPLINARY PROCEDURE

Disciplinary procedure is as outlined in the Township' Policy and Procedures Manual adopted December 8, 2014 and incorporated herein.

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## ARTICLE VI

### HOURS OF WORK

#### SECTION 6.01

WORK WEEK: The work week is a forty two (42) hour work week based upon total annual hours of 2184 hours. See Section 2.02 of this Agreement.

#### SECTION 6.02

WORK SCHEDULE: The work schedule showing the employee's shift, workdays and hours of work shall be posted and provided to the employees. Work schedules will not be changed unless the changes are negotiated and agreed upon by the union and the township.

#### SECTION 6.03

OVERTIME: Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

- A. Daily - All work performed in excess of scheduled hours in any workday. A work week shall consist of Sunday to Saturday.
- B. Work Period: All work performed in excess of the contractual work schedule for total hours worked during that period.
- C. Vacation, personal days and sick time shall not be construed as days worked for purposes of overtime, except in cases where employee provides a physician's note for the sick day.
- D. The ratio of per diem contracted to career firefighters is five (5) per diem to one (1) career firefighters in the selection of overtime opportunities.

#### SECTION 6.04

COMPENSATORY TIME: Any time an employee works overtime, said employee shall have the sole right to select overtime compensation as paid overtime or as compensatory time off, at the time and one-half (1-1/2) rate, or where otherwise applicable under the Agreement. If compensatory time off is elected, then said compensatory time shall accumulate in a compensatory time off ("C.T.O.") bank. All C.T.O. bank time shall be available at the employee's sole discretion if it does not cause an undue burden to the operations of the fire department. Employees will be allowed a maximum accumulation of compensatory time of no more than fifty (50) hours in a compensatory time off (CTO Bank). Any excess hours over the maximum fifty (50) hours will be paid at the members appropriate contract rate on or before the end of each calendar year. Said employee will be allowed to "cash in" compensatory time at any

time which will be paid at the employee's contract rate when the compensatory time is cashed in. An employee shall be permitted to carry over as many hours as allowable, as not to exceed the 50-hour total limit into the next calendar year. All C.T.O bank must be used in no less than 4-hour increments for those employees working 8.5 hours and eight (8) hours for employees working 24/72 hour schedule.

#### SECTION 6.05

**SUPERVISOR AVAILABILITY :** When a supervisor is not available to work any shift or partial shift, an employee who is qualified and has all applicable certifications to perform the duties of a supervisor position, may be moved into the supervisor position on a short term temporary basis (if necessary). For provisional captain appointments see MOU. Management reserves the right to determine whether another supervisor will be called in for overtime. The rate of pay for any upgrade to supervisor position under this section is \$4.00 per hour over the qualified employee's normal rate of pay.

For one (1) year after implementation of the 24/72 schedule, employees on probation shall not be eligible for the upgrades referenced in this section.

**MUTUAL EXCHANGES:** Will be set forth in the Department's Policy and Procedure Manual

### ARTICLE VII

#### SECTION 7.01

##### HOLIDAY

A. There are eleven (11) holidays during the term of this Agreement. The unit will be paid for eleven (11) holidays, with the value of those holidays being paid as straight time which shall be incorporated into the employee's base salary to be paid in equal payments, paid bi-weekly. If a holiday falls on a week day, the unit will work that holiday. The holiday should not be considered as occurring before 8am or after 4pm.

The following days will be recognized as holidays under this Agreement:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 7. Labor Day               |
| 2. Martin Luther King's Birthday | 8. Veteran's Day           |
| 3. President's day               | 9. Thanksgiving Day        |
| 4. Good Friday                   | 10. Day After Thanksgiving |
| 5. Memorial Day                  | 11. Christmas Day          |
| 6. Independence Day              |                            |



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- B. For all employees the total amount of hours paid will be 120 hours. The value of each holiday shall be ten (10) hours regardless of shift.

## ARTICLE VIII

### SECTION 8.01

#### VACATION:

A. 1. All full-time employees shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave and/or on an approved leave under the FMLA (Does not include approved unpaid leave), or approved leave as determined by Business Administrator or designee. Vacation with pay shall be granted to employees as follows:

From date of hire to completion of 1 year of continuous service:	9 hours per month
After completion of 1 year of continuous service:	125 working hours
After completion of 5 years of continuous service:	149 working hours
After completion of 11 years of continuous service:	189 working hours
After completion of 17 years of continuous service:	197 working hours
After completion of 19 years of continuous service	205 working hours
After completion of 20 years of continuous service:	213 working hours
After completion of 25 years of continuous service:	229 working hours

2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

A. Vacation allowance must be taken during the current calendar year or the employee shall lose said vacation time. It also must be taken at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only. A permanent employee is permitted to carry over one-quarter of employee's allotted vacation time into the following year. It is understood between the parties that unused vacation cannot be carried over for more than one year. From the date of execution of this agreement, an employee may buy back no more than 40 hours in each calendar year of this agreement.

B. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.

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C. Carry-over vacation time must be chosen first before utilizing yearly allotted time.

D. Removed

E. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his or her estate a sum of money equal to the compensation figured on his or her salary rate at the time of his or her death.

F. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except when on military leave, FMLA, and any leave approved by Business Administrator or designee.

G. Employees called back to work (SECTION 9.06) while on vacation shall receive double time for that time.

H. Employees who work Monday thru Friday must submit their request for vacation leave of forty two (42) consecutive hours or more, no later than April 15<sup>th</sup> of each calendar year. For those employees who work the 24/72 shift any request for vacation leave of forty eight (48) consecutive hours or more must be submitted no later than April 15<sup>th</sup> of each year.

## ARTICLE IX

### SECTION 9.01

GENERAL PROVISION: If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

### SECTION 9.02

LONGEVITY: Effective January 1, 2013, the Township eliminated supplemental longevity pay for completion of years of service.

### SECTION 9.03

SAFETY AND HEALTH: The Association will have a Union representative on the Employer-Employee Safety Committee. In the event, any employee is required to enter an area, home, or any location in which an occupational exposure occurs as defined is Subpart Z of CFR, Part 1910 and N.J.A.A.12:100-4.2, the Township shall provide for all medical attention and treatment for said member and his/her family in accordance with the Code of Federal Regulations and the N.J.A.C. as noted above. No clause in this agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in the Township.

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#### SECTION 9.04

IN-SERVICE TRAINING: The Township shall provide training to all members covered by this agreement in accordance with but not limited to State law. Training, where possible, shall be offered during the work day. Cost for the State mandated training course will be paid by the Township and, for the firefighter's certification approved per Section 16.01, shall be the responsibility of the employer. The Township will compensate the employee at the applicable and current IRS guidelines per mile for the use of employee's own motor vehicle to attending in-service training which schooling and/or in-service training is required by the State of New Jersey, Division of Fire Safety. The Township shall not compensate or be required to pay mileage for employee's own motor vehicle used for attending basic firefighter one training until successful completion of course and hiring by the Township.

Each member can receive specialized training. Members shall submit their request for specialized training courses to the Officer in Charge for approval. Once approved by the Officer in Charge, the cost for the specialized training shall be paid by the Township. The Officer in Charge will keep an accurate record of the hours used by each employee. Training may occur during normal working hours or off hours. No overtime shall be paid and members shall not be compensated for time taken for specialized training.

#### SECTION 9.05

LATENESS AND ABSENCE: Per the Policy & Procedural Manual, excessive lateness and unjustified absence will result in progressive disciplinary action and may be cause for suspension or termination.

#### SECTION 9.06

EMERGENCIES: In an emergency, every employee of the bargaining unit shall be considered essential personnel subject to call back overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. This overtime shall be paid at a minimum of two (2) hours with 30-minute increments thereafter. Emergency is hereby defined as the period when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency in the Township will be at the sole discretion of the Mayor or his/her designee and will not be subject to the grievance procedure. Employees called back shall receive time and one-half of their daily rate, with double time on Sundays.

### ARTICLE X

#### INSURANCE — MEDICAL AND HOSPITAL BENEFITS

##### SECTION 10.01

I. Effective January 1, 2013, employees employed sixty (60) days for health and benefit purposes and ninety (90) days for dental and optical coverage purposes and are full-time will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2.

BHS  
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2. The parties agree that the Township shall have the right to change insurance carriers or to self-insure so long as the new plan is equal to or better than the current plan.

3. The parties agree that the level of benefits and plans including prescription co-pays under the State Health Benefits Plan are subject to change by the State Health Benefits Commission and that the Township has no control over such changes and is not liable to any unit member if the Commission makes such changes during the length of this contract.

In the case of an employee that re-enrolls in the Township provided health plan, the Township will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

4. The Township will provide paid retiree medical, hospitalization, prescription drug benefits to eligible retirees at the same cost and the same level of benefit as provided to active employees subject to the following:

a. The eligible retiree must have twenty-five (25) or more years of service credit in the Police and Firemen's Retirement System (PFRS).

5. A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. At such time as the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for the cost of the Medicare Part B coverage. In addition, it is expressly understood that the Township will also provide supplemental coverage to Medicare Part B. Effective July 1, 2014, the spouse of any member hired shall not be eligible for Medicare Part B benefits. For those employees hired prior to July 1, 2014, a spouse will not be eligible for Medicare Part B benefits until the Township retiree becomes eligible.

6. Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey.

#### SECTION 10.02

##### OPTICAL AND DENTAL:

The Township shall pay 100% of the dental premium of the Dental Plans currently approved by the Township for either an employee plan, employee/spouse plan, employee/child plan, or family plan.

B. The vision reimbursement shall be up to a maximum amount of \$400.00 per family member per calendar year.

If a Township employee is married to another Township employee, they shall not each receive dental coverage and vision reimbursement.

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### SECTION 10.03

RETIREE BENEFITS: For employees hired after September 1, 2014, retirement benefits are subject to the Chapter 48 provisions as adopted by Ewing Township Council on August 12, 2014. Section 15.01 to 15.03 is incorporated herein by reference in its entirety.

## ARTICLE XI

### SECTION 11.01

#### ACCESS TO PERSONNEL FOLDER AND EVALUATION

An employee shall within five (5) working days of written request to the Personnel Division have an opportunity to review his/her personnel folder in the presence of an appropriate official of the Personnel Division to examine any criticism, commendation or any evaluation of work performance or conduct prepared by the Township during the term of this Agreement. He/she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in the employee's file.

VITAL INFORMATION: It is the responsibility of each employee to notify the Township, within thirty (30) days, of any change in vital information as listed below. Failure of the employee to notify the Personnel Officer of a change within thirty (30) days shall result in disciplinary action.

1. Name;
2. Address;
3. Telephone number;
4. Marital status;
5. Dependent children;
6. Deductions on W-4 forms;
7. Change in status for health programs;
8. Change in status of Deferred Compensation Plan;
9. Change in status of payroll deductions, if any.

## ARTICLE XII

### Intentionally Omitted

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## ARTICLE XIII

### SECTION 13.01

#### MEMBERSHIP PACKETS

The Union may supply kits or packets which contain information for distribution to new employees, including the role of the union, a membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

## ARTICLE XIV

#### UNIFORM AND GEAR

### SECTION 14.01

UNIFORM ALLOWANCE: Employees who are covered by this Agreement are required to wear N.F.P.A. compliant uniforms to work. Each permanent and provisional (not temporary, seasonal or interim) employee shall receive an annual clothing including maintenance allowance of \$600.00 for each year of this contract. Payment of this allowance shall be \$300.00 on January 31st and \$300.00 on June 30th of each contract year. Uniform allowance must be pro-rated within the first anniversary year of employment and upon retirement and/or upon any permanent separation from the Township. Employees are responsible for the purchase, replacement and maintenance of uniforms out of the clothing allowance provided herein. If an employee is not in proper uniform, he/she may be sent home and subject to progressive discipline.

- A. The employer shall provide, at their expense, each permanent employee covered by this agreement a full dress, class "A" uniform consisting of the following: Dress jacket, pants, shirt, hat, tie, shoes, white gloves, and badge.
- B. Class A uniforms will be worn for all formal ceremonies and are to be maintained by the employee. Each employee must use his/her allowance for such maintenance.
- C. Class B uniforms will be worn for all times when attending fire prevention programs, meetings, etc. Class B uniforms shall consist of pants, shirt and badge.
- D. Class D uniforms are normal station wear, "T" shirts, and sweat shirts, long or short pants.

### SECTION 14.02

RECRUIT PACKET: Any new Union employee while serving his/her probationary period (ninety (90) days) shall be issued a basic starter uniform package provided by the Township. This package shall consist of three (3) pairs of trousers, three (3) long sleeve uniform shirts and three (3) short sleeve uniform shirts, an all-season jacket and a badge.

#### SECTION 14.03

**TURN-OUT GEAR:** The Township shall provide each employee covered under this Agreement with structural firefighting turn-out gear. All personal protective turn-out gear and equipment shall be supplied and maintained in accordance with NJ PEOSH and NFPA 1910.

When any item of structural firefighting turn-out gear or equipment is, damaged or destroyed while on duty during the performance of firefighting, the Township shall have it repaired or replace the item.

The Supervisor of the assigned division of the employee may have his/her turn-out gear inspected to determine whether the equipment needs to be replaced, exchanged or is no longer serviceable. The Township shall replace damaged turn-out gear.

#### SECTION 14.04

**SAFETY BOOT ALLOWANCE:** The Township will provide a safety boot reimbursement of \$250.00 to those employees who are entitled to same upon presentation of a written receipt. Replacement of boots must be authorized by discretion of the Department Head. Each employee is guaranteed 1 pair of boots every three (3) calendar years, starting on January 1, 2017. On the occasion that an employee's boots are severely damaged at an emergency scene, an additional replacement pair, above the 1 pair guaranteed, will be provided

#### SECTION 14.05

**UNIFORM REIMBURSEMENT:** If any member of this unit who has been hired decides to separate and or is terminated from this department, he/she will be responsible to reimburse the Township for the cost of the clothing provided above should the separation/termination occur prior to the member's one year anniversary.

### ARTICLE XV

#### RETIREMENT BENEFITS

##### SECTION 15.01

This supplemental compensation shall be paid in a lump sum within 60 days after the effective date of retirement, or the employee may take the option to take the payment in 2 (two) equal payments over 2 (two) calendar years.

**RETIREMENT – UNUSED SICK PAY:** Permanent employees in the bargaining unit who enter regular retirement in accordance with PFRS, and must his or her credit, any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment

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prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation shall exceed fifteen thousand (\$15,000.00) dollars for any employee hired after September 1, 2014. Employees hired prior to September 1, 2014 may only receive a maximum of \$20,000.00 in supplemental compensation. This supplemental compensation shall be paid in a lump sum within sixty (60) days after the effective date of retirement, provided however that if the employee has failed to notify the Municipality in writing at least six (6) months prior to the employee's effective date of retirement of the employee's intent to retire, then the accumulated sick time by-back will be paid in the following calendar year.

About an Employee who dies, if a permanent Employee of the unit shall die and have to his/her credit any earned and unused accumulated sick, then the deceased member's immediate family shall be entitled to receive supplemental payment for such earned and unused sick leave as defined above. Immediate family shall mean spouse, and if there is no spouse then living children in equal shares, and if no living children then parents of the decedent in equal shares and, if no living parent, then to living grandchildren of decedent in equal shares. Payment to be made shall be computed at the rate of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed Fifteen Thousand (\$15,000.00) Dollars for those employees hired after September 1, 2014 for a death during the period of this contract, to be paid to the beneficiary two (2) months after the death of the Employee. For those employees hired before September 1, 2014, said supplemental compensation shall not exceed Twenty Thousand (\$20,000.00) Dollars.

#### SECTION 15.02

**DISABILITY RETIREMENT:** With regards to permanent disability retirement, the supplemental compensation to be paid shall not exceed Fifteen Thousand (\$15,000.00) Dollars for a retirement during the period of this agreement for those employees hired after September 1, 2014 and Twenty Thousand (\$20,000.00) Dollars for those employees hired prior to September 1, 2014.

Payment to a disability retiree shall not exceed a sick leave buy back payment due under regular retirement. The supplemental compensation shall be paid in a lump sum within 60-days of retirement.

#### SECTION 15.03

##### RETIREEES MEDICAL BENEFITS

1. The Township will provide paid retiree health, prescription drug benefits to eligible retirees and **his/her dependents** through the State Health Benefit Plan:

a. The eligible retiree must have twenty-five (25) or more years of service credit in the State Public Firefighters Retirement System of New Jersey (PFRS).

b. For employees hired after September, 2014, there will be no coverage for dependents for those retirees per Township Chapter 48 Resolution.



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2. A minimum of the eligible retiree's last fifteen (15) years of employment prior to their retirement must have been with the Township. The eligible retiree must have been an employee of the Township immediately prior to their retirement. When the eligible retiree becomes Medicare Part B eligible, the eligible retiree will be reimbursed for the cost of the Medicare Part B coverage. Effective July 1, 2014, the spouse of any member hired shall not be eligible for Medicare Part B benefits. For those employees hired prior to July 1, 2014, a spouse will not be eligible for Medicare Part B benefits until the Township retiree becomes eligible.

3. Upon the death of the covered retired employee, all coverage pursuant to this provision shall be terminated pursuant to the State of New Jersey Health Benefit Plan.

## ARTICLE XVI

### SECTION 16.01

#### CERTIFICATIONS:

- A. APPARATUS DRIVERS: There will be one permanent driver for each apparatus per shift. (currently 4 driver seats on the 24/7 shift and two driver seats on the 42 hr Monday to Friday shift) The awarding of the permanent driver seats will be based on departmental seniority. If qualified to drive an apparatus the senior member will be awarded the seat. The permanent driver will receive a \$3000.00 stipend per year paid bi-weekly in equal amounts. (see Driver MOU for first year of 24/7 shift).

Any qualified apparatus driver will be eligible to receive a \$1 per hour driving stipend in the event that they move into the driving position in the absence of the regular permanent driver. Non- permanent apparatus drivers will rotate as acting drivers on a monthly schedule. (see Driver MOU for first year of 24/7 shift)

- B. CERTIFICATIONS: The Township agrees to a pay stipend of \$500.00 per year, per certification for EMT, and Rescue Technician. The Township will require proof of certificate (photocopy and expiration date) and proof of recertification. The stipend shall be payable over the course of the year in equal payments, paid bi-weekly. Any certifications earned during the year that meet one of the stipend categories shall be prorated for that year based on date of issue.

## ARTICLE XVII

### SECTION 17.01

WAGE INCREASE; All wage increases shall be in accordance with Appendix A and Appendix B attached hereto.

- From January 1, 2017 to December 31, 2017 1.0%

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Due to the schedule change from 2080 to 2184 hours, a one (1) time salary adjustment is to be rolled into base pay of 2% for the year 2018 only. This adjustment only applies to any fulltime career firefighters employed as of January 1, 2018.

- From January 1, 2018 to December 31, 2018 1.5%
- From January 1, 2019 to December 31, 2019 1.75%
- From January 1, 2020 to December 31, 2020 1.75%
- From January 1, 2021 to December 31, 2021 2.0%

### ARTICLE XVIII

**Intentionally Left Blank**

### ARTICLE XIX

TERM OF CONTRACT: This Agreement shall be effective as January 1, 2016, and shall remain in full force and effect until midnight of December 31, 2021 (5 years). Negotiations concerning any renewal or replacement for the fiscal year 2020-2021 shall begin no later than one hundred twenty (120) calendar days prior to the expiration of this agreement (September 2, 2021)

### ARTICLE XX

SEPARABILITY AND SAVINGS: If any of this Agreement shall be invalid by operation of law or by tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provisions shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

### ARTICLE XXI

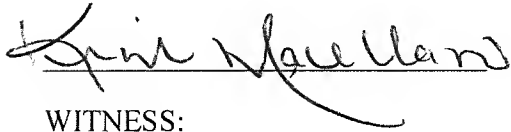
#### SECTION 21.01

FULLY BARGAINED: The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations. No changes to this contract will be made unless agreed upon in writing during negotiations between the township and the union.

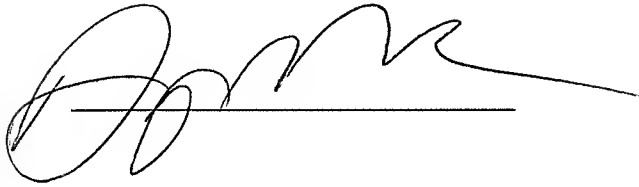
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IN WITNESS, WHEREOF: We have hereunder set our hands and seal the date and year first herein above written.

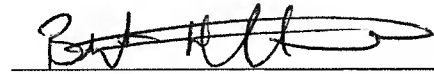
WITNESS:

  
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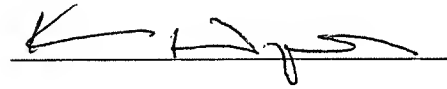
WITNESS:

  
\_\_\_\_\_

TOWNSHIP OF EWING:

  
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FOR THE UNION:

  
\_\_\_\_\_

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**Memorandum of Understanding**  
**Between**  
**FMBA Local 93 and Township of Ewing**  
**Provisional Captains**

Effective upon implementation of the 24/72 shift schedule, the Township of Ewing (Township) and FMBA Local 93 (Association) agree that the initial selection of Provisional Captains will be subject to the following requirements:

1. The firefighter chosen must be qualified for the position of Captain.
2. The firefighter must be a full time permanent member of the Association.
3. The firefighter must have registered and have taken the Civil Service Fire Fighter Captain's Exam and,
4. The choice will be based on departmental seniority.

Any Firefighter appointed a Provisional Captain will receive a \$2.50/hour stipend for all time appointed in the capacity as Provisional Captain, provided the Firefighter appointed meets all the requisite qualifications of a Captain.

Upon receipt of the results of the Civil Service Fire Fighter Captain's Exam, the Township will follow the appropriate Civil Service Regulations and Code in appointing the Permanent Captains. The Permanent Captain will receive the pay of the existing captain(s). If a Provisional Captain is not successful in taking the exam, the Township will follow the appropriate Civil Service Regulations including the possibility of removing the Provisional Captain and returning him/her to their original rank.


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FMBA Local 93

By:   
President

Date: 12/13/17

Township of Ewing

By:   
Bert Steinmann, Mayor

Date: 12/13/17

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**Memorandum of Understanding**  
**Between**  
**FMBA Local 93 and Township of Ewing**  
**Officer in Charge**

The Township of Ewing (Township) and FMBA Local 93 (Association) agree that Captain Jeffrey Lenarsky, due to the length of his service to the Township and seniority level is not on the attached salary wage guides. Captain Lenarsky will serve as Officer in Charge of the FMBA Local 93 upon implementation of the 24/72 shift schedule. His salary shall be as set forth herein after adjustment for the shift change and any applicable wage increases:

January 1, 2018*	\$108,292.67
January 1, 2019	\$110,187.79
January 1, 2020	\$112,116.08
January 1, 2021	\$114,358.40

Upon Captain Lenarsky's separation or retirement from the Township, the salary for the position of Officer in Charge shall be as set at 5% above the permanent captain's salary. Thereafter, the Officer in Charge's salary shall be subject to the annual percentage increases set forth in the attached wage guides.

The parties have agreed that Captain Lenarsky's salary shall not be subject to the guide or be used as an amount to establish a salary for the position of Officer in Charge once it becomes available to another officer.

\*Includes onetime holiday pay roll in.

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FMBA Local 93

By:   
President

Date: 12/13/17

Township of Ewing

By:   
Bert Steinmann, Mayor

Date: 12/13/17

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KW

**Memorandum of Understanding**  
**Between**  
**FMBA Local 93 and Township of Ewing**  
**Apparatus Drivers**

The Township of Ewing (Township) and FMBA Local 93 (Association) agree to the following:

1) The senior of the two members moved to day shift will be awarded the permanent driver seat on the apparatus they are assigned to. (Two trucks staffed with two current members) They will receive the \$3000.00 stipend for permanent drivers.

2) After 1 year of the 24/7 shift all permanent driver seats will be put up for bid with the senior member having first choice of driver seats, this will continue down the seniority list until all permanent seats are filled.

3) Upon implementation of the 24/7 shift and in the absence of the permanent driver the senior member on the apparatus will move into an acting driver position and receive \$1 per hour. ( No probationary firefighter during the first six months of the 24/7 shift will be eligible for the \$1 stipend).

4) If qualified to drive apparatus a probationary firefighter starting in month seven of the implemented 24/7 shift will be eligible to receive the \$1 stipend for acting driver.

5) In the absence of the permanent driver beginning in month seven of the 24/7 shift all acting driving assignments will be rotated monthly amongst all qualified members of their assigned apparatus.



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6) Until the implementation of the 24/7 shift drivers will continue to be compensated for driving as in the previous contract.

FMBA Local 93

By:   
President

Date: 12/13/17

Township of Ewing

By:   
Bert Steinmann, Mayor

Date: 12/13/17

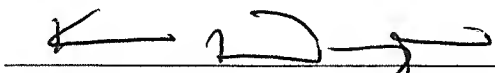
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**Memorandum of Understanding**  
**Between**  
**FMBA Local 93 and Township of Ewing**  
**Staffing for Fire Fighting Companies**

Effective upon implementation of the 24/72 schedule, Ewing Township (Management) and FMBA Local 93 (Association) agree that Management has the ability to staff Firehouse Station 32 (Pennington Road) with four (4) current career personnel who shall hold the title of Captain or Provisional Captain. The remaining four (4) existing career firefighters, upon implementation of the 24/72 schedule, will be placed as follows: Two at Fire Station 31, and two at Fire Station 33. Existing members previously assigned to Stations 31 and 33 will have the opportunity to transfer to the 24/72 hour shift after the completion of one calendar year after the implementation of the 24/72 schedule. Thereafter any options to transfer to the 24/72 shift will be based on departmental seniority. The Association agrees that Management has the authority and can reserve the right to staff the Firehouses for one complete calendar year after implementation of the 24/72 hour shift schedule without the consent of the Association.

FMBA Local 93

By:

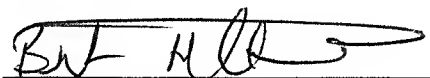
  
\_\_\_\_\_  
President

Date:

12/13/13

Township of Ewing

By:

  
\_\_\_\_\_  
Bert Steinmann, Mayor

Date:

12/13/17

WAGE GUIDE

		2016 2080 Hrs	2017 1% 2080	2018 2% 2184	2018 1.50%	2019 1.75%	2020 1.75%	2021 2.00%
FMBA-FF	ERNEY III	76,869.45	77,638.14	79,190.91	84,367.32	85,843.75	87,346.02	89,092.94
FMBA-FF	FORT	76,648.63	77,415.12	78,963.42	84,124.97	85,597.15	87,095.10	88,837.00
FMBA-FF	HOARN	77,415.32	78,189.47	79,753.26	84,966.44	86,453.35	87,966.28	89,725.61
FMBA-FF	MCMANIMON	68,036.80	68,717.17	70,091.51	74,673.13	75,979.91	77,309.56	78,855.75
FMBA-FF	ROWLANDS	76,869.45	77,638.14	79,190.91	84,367.32	85,843.75	87,346.02	89,092.94
FMBA-FF	WEMPLE	76,869.45	77,638.14	79,190.91	84,367.32	85,843.75	87,346.02	89,092.94
FMBA-FF	8 BROWER	51,708.80	52,286.26	53,431.99	55,048.90	56,717.19	58,424.74	60,181.23
FMBA-FF	HUTCHINSON	51,708.80	52,286.26	53,431.99	55,048.90	56,717.19	58,424.74	60,181.23

Permanent Captain	2018 1.50%	2019 1.75%	2020 1.75%	2021 2%
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94,632.54 96,288.61 97,973.66 99,933.14

Provisional Captain Base Salary + \$2.50 per hour

\*\*SEE MOU FOR JEFFREY LENARSKI

Holidays One time roll in 2018

FMBA-FF	ERNEY III	4,048.38
FMBA-FF	FORT	4,036.75
FMBA-FF	HOARN	4,077.13
FMBA-FF	MCMANIMON	3,583.20
FMBA-FF	ROWLANDS	4,537.74
FMBA-FF	WEMPLE	4,048.38
FMBA-FF	8 BROWER	3,358.93
FMBA-FF	HUTCHINSON	3,358.93

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# NEW HIRE WAGE GUIDE

Hired w/o FireFighter Certification After 11/1/2017	Hired with Fire Fighter Certification After 11/1/2017	*Holidays
Until Completion of Fire Academy completion of Fire Academy through 3rd month post academy employment	28,272.36	1,423.97
4th month through completion of 12th month post academy employment	33,756.90	1,700.21
Step 1	40,508.28	2,040.25
Step 2	44,356.58	2,234.08
Step 3	48,570.44	2,446.31
Step 4	52,941.78	2,666.48
Step 5	57,441.83	2,893.13
Step 6	62,037.18	3,124.58
Step 7	66,689.97	3,358.93
	71,358.26	3,594.05

\*SALARY INCLUSIVE OF HOLIDAY PAY

BLS  
KW

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**A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE NEW JERSEY STATE FIREMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 93 BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2021**

**Resolution #17R-239** WHEREAS, the Township of Ewing has been involved in collective bargaining negotiations with the FMBA and said negotiations have resulted in the proposed collective bargaining agreement; and

WHEREAS, the new collective bargaining agreement will be for the period of January 1, 2017 through December 31, 2021; and,

WHEREAS, the FMBA and Township have agreed to a change in the amount of hours worked and conversion of the shift schedule from a 2080 hour to a 2184 hour schedule. One schedule will be 24 hours on, 72 hours off and the other schedule will be four (4) 8.5 hour days and one eight (8) day to be worked Monday to Friday; and,

WHEREAS, the Township and FMBA have agreed that those employees working a 42 hour week shall receive 127.5 hours per year for sick leave which is the equivalent of fifteen (15) work shifts at 8.5 hours per shift. Those employees working a 24/72 hour schedule shall receive 96 hours per year for sick leave which is the equivalent of eight (8) shifts at twelve (12) hours per shift; and,

WHEREAS, the FMBA and the Township have agreed that after the first full year of employment for all permanent employees sick leave shall be distributed on the basis of those working a forty two (42) hour week 127.5 hours per year and for those working the 24/72 hour shift 120 hours per year. For those working a forty-two (42) hour week, sick time shall be based upon if the individual works eight (8) hours per day and takes one day of sick leave, eight (8) hours will be deducted. If an individual works an 8.5 hour day and takes one day of sick leave, 8.5 hours will be deducted.

For those employees working a 24/72 schedule, sick leave shall be taken in twelve (12) hour periods. If an employee takes sick leave for both periods of a 24/72 hour shift, 24 hours of sick leave shall be deducted. All sick leave credits will be converted from days to hours; and,

WHEREAS, the FMBA and the Township have agreed that for purposes of overtime, vacation, personal and sick time should not be construed as hours worked, except in cases where an employee provides a physician's note for a sick day; and,

**WHEREAS, the FMBA and the Township have agreed that the ratio of per diem firefighters contracted to career firefighters will be five (5) per diems to one (1), career firefighter in the selection of overtime opportunities. A work week for purposes of overtime shall consist of Sunday to Saturday; and,**

**WHEREAS, the Township and the FMBA have agreed that provisional captain requirements shall be as set forth in the attached MOU. Management reserves the right to determine whether another supervisor will be called in for overtime. The rate of pay for any upgrade to supervisor for a qualified employee who has the applicable certifications to perform the duties of a superior position shall be four dollars (\$4) per hour over the qualified employee's normal rate of pay. For one (1) year after the implementation of the 24/72 hour schedule employees on probation shall not be eligible for this upgrade; and,**

**WHEREAS, the collective bargaining agreement between the parties will reflect that the number of holidays will be eleven (11). There will be a one (1) time roll in of holiday pay on January 1, 2018 which shall be incorporated into the employee's base salary and paid in equal payments paid by-weekly. The value of each holiday shall be ten (10) hours regardless of shift for a total amount of hours paid will be 120; and,**

**WHEREAS, the FMBA and the Township have agreed that each member can receive specialized training by submitting their request for such training to the Officer in Charge for approval. Training may occur during normal working hours or off hours however, no overtime shall be paid and members will not be compensated for time taken off for specialized training; and,**

**WHEREAS, the Township and the FMBA have agreed that the Township will provide pay to retiree medical, hospitalization, prescription drug benefits to retirees at the same cost and same level benefit as provide to active employees subject to the eligible retiree having twenty five (25) years or more of service in the Police and Fireman's Retirement System (PFRS); and,**

**WHEREAS, the FMBA and the Township have agreed that employees shall receive an annual clothing allowance including maintenance of \$600 per year to be paid \$300 on January 31 and \$300 on June 30. The Township will provide safety boot reimbursement of \$250 upon presentation of a written receipt. Replacement boots must be authorized by the Department head. Each employee will be guaranteed one pair of boots every three (3) calendar years to commence on January 1, 2017; and,**

**WHEREAS, the Township and the FMBA have agreed that for those employees hired after September 2014, there shall be no coverage for dependents of retirees per Township Counsel, Chapter 48 Resolution; and,**

**WHEREAS, the Township and the FMBA have agreed that senior qualified grade drivers on each shift upgraded to permanent drivers shall receive an additional \$3,000 of pay which shall be paid as a stipend in addition to his/her normal rate in equal by-weekly payments. In the absence of a permanent shift driver, the acting driver shall receive \$1.00 per hour paid as a stipend. For six months after the implementation of the 24/72 shift schedule, members on probation while eligible to drive an apparatus will not be eligible to receive the \$1/hour payment to be paid as a stipend; and,**

**WHEREAS, the wages agreed to by the FMBA and the Township are as follows:**

**From January 1, 2017 to December 31, 2017      1%**

**Due to the schedule change from 2080 to 2184 a onetime salary adjustment is to be rolled into base pay of 2% for the year 2018 only. This adjustment only applies to any full-time career firefighters employed as of January 1, 2018.**

**From January 1, 2018 to December 31, 2018      1.5%**

**From January 1, 2019 to December 31, 2019      1.75%**

**From January 1, 2020 to December 31, 2020      1.75%**

**From January 1, 2021 to December 31, 2021      2.0%; and,**


**WHEREAS, the parties have agreed to the attached MOUs covering; Officer in Charge, Staffing, Provisional Captain, Apparatus Driver and the attached wage guide.**

**NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and FMBA LOCAL 93 scheduled to take effect as of January 1, 2017. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the FMBA.**

**IT IS SO RESOLVED.**

**Certification:**

**I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 12<sup>th</sup> day of December 2017.**

  
Kim J. Macellaro, RMC  
Municipal Clerk

